

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

MEETING DATE: 9/21/05

DIVISION: COUNTY ADMINISTRATOR

BULK ITEM: YES

DEPARTMENT: AIRPORTS

STAFF CONTACT PERSON: Peter Horton

AGENDA ITEM WORDING: Approval of award of bid to Across Builders Corp. in the amount of \$144,116.00, for the Terminal Canopy Project at the Florida Keys Marathon Airport, and approval for the Mayor to execute contract pending review by the County Attorney.

ITEM BACKGROUND: This project is funded 95% by the Federal Aviation Administration, and 5% by Passenger Facility Charge Revenue.

PREVIOUS RELEVANT BOCC ACTION: Approval to submit PFC Application # 8, October 15, 2003, and Application # 9, August 18, 2004.

CONTRACT/AGREEMENT CHANGES: New bid, and new contract.

STAFF RECOMMENDATION: Approval

TOTAL COST: \$144,116.00

BUDGETED: Yes

COST TO AIRPORT: None  
COST TO PFC: \$7,205.80  
COST TO COUNTY: None

SOURCE OF FUNDS: FAA & PFC Revenue

REVENUE PRODUCING: No

AMOUNT PER MONTH /YEAR:

APPROVED BY: County Attorney Signed contract upon receipt OMB/Purchasing N/A Risk Management N/A

AIRPORT DIRECTOR APPROVAL \_\_\_\_\_

  
Peter J. Horton

DOCUMENTATION: Included X

Not Required

AGENDA ITEM # \_\_\_\_\_

DISPOSITION: \_\_\_\_\_



August 23, 2005

Mr. James R. "Reggie" Paros  
Airport Manager  
Florida Keys Marathon Airport  
9400 Overseas Highway  
Marathon, FL 33050

**Reference: Rehabilitate Terminal Canopy**  
Florida Keys Marathon Airport  
Recommendation to Award  
AIP No. 3-12-0044-2004 & 3-12-0044-021-2005

Dear Mr. Paros,

The bid provided to URS Corporation on August 5, 2005 for the referenced project has been reviewed and tabulated (See attachment.)

Based on the bid proposal, URS recommend the only responsive bidder Across Builders Corp. in the amount of \$ 144,116,000.

Subject to the BOCC's concurrence in the bid documents requirements, it is recommended that Across Builders Corp. be awarded the contract for Rehabilitate Terminal Canopy.

A draft of the award letter to the contractor is also included.

See attachments.

Sincerely,

URS Corporation

(Fac) Andres Gutierrez, P.E.  
Project Manager

xc: Mil Reisert, P.E. URS Corporation  
Project File

ADMINISTRATIVE SERVICES DEPARTMENT  
**PURCHASING OFFICE**  
**TABULATION SHEET**

OPEN DATE: AT 3:00 PM

TITLE: REHABILITATE TERMINAL CANOPY FLORIDA KEYS MARATHON AIRPORT

BID-APM-214-151-0-2005/PUR

RESPONDENT	BID BOND	PRICE
Across Builders, Corp.	Yes cashier check	\$144,116.00

Bid Committee Present: Lisa Ernst Cherry and Carlos Victores - Purchasing Office  
Members of the Public Present: None

I hereby certify that this is a true and correct copy of said bid opening and that all bidders listed above have been checked against the State of Florida Convicted & Suspended Vendor listings. All bids listed above were received by the date and time specified.

Bid Opened By: Lisa Ernst Cherry, Purchasing Supervisor

BIDDER TABULATION (8-9-05)  
 FLORIDA KEYS MARATHON AIRPORT  
 PFC APP NO.: 8, AIP NO.: 3-12-0044-2004 & 3-12-0044-021-2005  
 REHABILITATE TERMINAL CANOPY

SCHEDULE OF BID ITEMS PHASE I (FACING US1)

ITEM	SPEC#	DESCRIPTION	UNIT	ESTIMATED QUANTITY	URS ESTIMATE		ACROSS BUILDERS CORP.	
					UNIT PRICE IN NUMBERS	EXTENDED TOTAL	UNIT PRICE IN NUMBERS	EXTENDED TOTAL
1	P-101-3.1	Mobilization	LS	1.00	\$7,000.00	\$7,000.00	\$3,408.00	\$3,408.00
2		Surface preparation (Plan specification No.2)	SF	5,319.00	\$1.50	\$7,978.50	\$1.00	\$5,319.00
3		Steel sand blasting (Plan specification No.2)	SF	2,565.00	\$2.50	\$6,412.50	\$3.50	\$8,977.50
4		Red primer (Plan specification No.1)	SF	2,565.00	\$2.00	\$5,130.00	\$2.10	\$5,386.50
5		Semi-gloss finish (Plan specification No.3)	SF	5,319.00	\$3.00	\$15,957.00	\$2.20	\$11,701.80
6		Furnish and installation of canvas fabric (Plan specification No.4)	SF	5,319.00	\$10.00	\$53,190.00	\$8.10	\$43,083.90
TOTAL						\$95,668.00		\$77,876.70

SCHEDULE OF BID ITEMS PHASE II (FACING TAXIWAY)

ITEM	SPEC#	DESCRIPTION	UNIT	ESTIMATED QUANTITY	URS ESTIMATE		ACROSS BUILDERS CORP.	
					UNIT PRICE IN NUMBERS	EXTENDED TOTAL	UNIT PRICE IN NUMBERS	EXTENDED TOTAL
1	P-101-3.1	Mobilization	LS	1.00	\$7,000.00	\$7,000.00	\$3,154.00	\$3,154.00
2		Surface preparation (Plan specification No.2)	SF	4,500.00	\$1.50	\$6,750.00	\$1.00	\$4,500.00
3		Steel sand blasting (Plan specification No.2)	SF	2,185.00	\$2.50	\$5,462.50	\$3.50	\$7,647.50
4		Red primer (Plan specification No.1)	SF	2,185.00	\$2.00	\$4,370.00	\$2.10	\$4,588.50
5		Semi-gloss finish (Plan specification No.3)	SF	4,500.00	\$3.00	\$13,500.00	\$2.20	\$9,900.00
6		Furnish and installation of canvas fabric (Plan specification No.4)	SF	4,500.00	\$10.00	\$45,000.00	\$8.10	\$36,450.00
TOTAL						\$82,082.50		\$66,240.00

PHASE I	\$95,668.00	\$77,876.70
PHASE II	\$82,082.50	\$66,240.00
TOTAL	\$177,750.50	\$144,116.70

## SECTION C

### PROPOSAL

#### Contract

BID TO: Purchasing Office  
1100 Simonton Street  
Room 2-213  
Key West, Florida 33040

BID FROM: Across Builders Corp.  
100 Bayview Dr. #1415  
Sunny Isles, FL. 33160  
Tel. 786-2777081

Submitted (Date): 07-28-05

The undersigned, as Bidder, hereby declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the plans and specifications for the work and contractual documents relative thereto, and has read all bid documents, Contract Documents, General Provisions, Special Provisions and Specifications furnished; and that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the Monroe County Board of Commissioners, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to and to complete the construction of:

Rehabilitate Terminal Canopy  
Florida Keys Marathon Airport  
Monroe County, Florida

in full and complete accordance with the shown, noted, described and reasonably intended requirements of the plans, specifications and contract documents to the full and entire satisfaction of the Monroe County Board of Commissioners, with a definite understanding that no money will be allowed for extra work except as set forth in the attached Contract Documents for the unit prices listed opposite each item.

The Contractor shall complete the Schedule of Values included as Attachment "A". The Schedule shall be added and the final total base bid amount will be:

\$ One Hundred forty four thousand one hundred and sixteen Dollars  
(total base bid - words)

It is agreed that the description under each item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the specifications and any details not specifically mentioned, but evidently included in the contract shall be compensated for in the item which most logically includes it.

The quantities for bid items listed on the attached Schedule of Bid Item sheets are estimated quantities only for the purpose of comparing bids. Any difference between these estimated quantities and actual quantities required for construction will not be allowed as basis for claims by the Contractor for extra compensation. Compensation will be based on the unit prices and actual construction quantities and may be modified as stipulated by Sections 20-05 and 90-03 of the General Provisions.

The bidder further proposes and agrees hereby to commence the work with an adequate force, plant and equipment at the time stated in the notice to the Contractor from the Owner to proceed and fully complete performance within the time period stated in the Instructions to Bidders from and after the date stated in the Notice-to-Proceed.

The undersigned further agrees that in case of failure on his part to execute the said contract and the bond within ten (10) consecutive calendar days after written notice being given of the award of the contract, the check or bid bond in the amount as specified herein accompanying this bid and the monies payable thereon, shall be paid into the funds of the Monroe County Board of Commissioners as liquidated damages for such failure; otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.

Monroe County's performance and obligation to pay under this Contract, is contingent upon an annual appropriation by the BOCC.

Attached hereto is a certified check on the \_\_\_\_\_  
Bank of Anierica or a bid bond for  
the sum of Seven Thousand Three hundred dollars (\$ 7,300 = )  
made payable to the Monroe County Board of Commissioners.

#### Checkmarks

- ☒ I have included Division I which entails the proposal forms.
- ☒ Schedule of Bid Items (Attachment "A").
- ☒ Bid Bond
- ☒ The Drug-Free Workplace form.

**ATTACHMENT "A"**  
**SCHEDULE OF BID ITEMS**  
**PHASE I (Facing US1)**

BIDDER NAME:		<u>Across Builders Corp.</u>				
AIRPORT NAME:		FLORIDA KEYS MARATON AIRPORT				
PFC APP NO.:		8	AIP NO.: 3-12-0044-2004 AND 3-12-0044-2105			
FM ITEM NO.:		41469319401				
PROJECT DESCRIPTION:		REHABILITATE TERMINAL CANOPY				

ITEM	SPEC No.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE IN NUMBERS	EXTENDED TOTAL
1	P-101-3.1	Mobilization AT <u>Three thousand four hundred</u> <u>and eight.</u> Dollars AND <u>00</u> <del>Zero</del> Cents	LS	1.00	3.408	3.408
2		Surface Preparation (Plan Specification No. 2) AT <u>One</u> Dollars AND <u>Zero</u> Cents	SF	5,319	1.00	5.319
3		Steel Sand Blasting (Plan Specification No. 2) AT <u>Three</u> Dollars AND <u>fifty</u> Cents	SF	2,565	3.50	8.9775
4		Red Primer (Plan Specification No. 1) AT <u>Two</u> Dollars AND <u>Ten</u> Cents	SF	2,565	2.10	5.3865
5		Semi-Gloss Finish (Plan Specification No. 3) AT <u>Two</u> Dollars AND <u>Twenty</u> Cents	SF	5,319	2.20	11.7018

**ATTACHMENT "A"**  
**SCHEDULE OF BID ITEMS**  
**PHASE II (Facing Taxiway)**

BIDDER NAME: <u>Across Builders Corp.</u> AIRPORT NAME: FLORIDA KEYS MARATON AIRPORT PFC APP NO.: 8      AIP NO.: 3-12-0044-2004 AND 3-12-0044-2105 FM ITEM NO.: 41469319401 PROJECT DESCRIPTION: REHABILITATE TERMINAL CANOPY						
ITEM	SPEC No.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE IN NUMBERS	EXTENDED TOTAL
1	P-101-3.1	Mobilization AT <u>Three thousand one hundred &amp; fifty four.</u> Dollars AND <u>zero</u> Cents	LS	1.00	3.154	3.154
2		Surface Preparation (Plan Specification No. 2) AT <u>One</u> Dollars AND <u>zero</u> Cents	SF	4,500	1 <sup>00</sup>	4,500
3		Steel Sand Blasting (Plan Specification No. 2) AT <u>Three</u> Dollars AND <u>fifty</u> Cents	SF	2,185	3 <sup>50</sup>	7.647 <sup>50</sup>
4		Red Primer (Plan Specification No. 1) AT <u>Two</u> Dollars AND <u>Ten</u> Cents	SF	2,185	2 <sup>10</sup>	4.588 <sup>50</sup>
5		Semi-Gloss Finish (Plan Specification No. 3) AT <u>Two</u> Dollars AND <u>Twenty</u> Cents	SF	4,500	2 <sup>20</sup>	9.900 <sup>00</sup>



## SECTION D

### BID BOND

#### Contract

KNOW ALL MEN BY THESE PRESENTS, that we:

Olivero Echavarría as Principal, hereinafter called the Principal, and Ocross Builders Corp. a corporation duly organized under the laws of the State of Florida, as Surety, hereinafter called the Surety, are held and firmly bound unto the Monroe County Board of Commissioners as Oblige, hereinafter called the Oblige, in the sum of:

Seven thousand and three hundred  
dollars (\$ 7,300 = ), for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

Rehabilitate Terminal Canopy  
Florida Keys Marathon Airport  
Monroe County, Florida

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal shall enter into a contract with the Oblige in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED further, that if the Principal shall submit the apparent lowest bid acceptable to the Oblige but shall fail to meet DBE goals as set forth in the bid specifications, then Principal shall, upon request of the Oblige, submit to Oblige such additional evidence of Principal's good faith efforts to meet such goals in the manner and within the time required in such specifications. Failure to supply such information as required shall result in a forfeiture of this bid bond in the same manner and to the same degree as though Oblige had accepted Principal's bid and Principal had thereafter failed or refused to enter into the contract with Oblige as set forth in the immediately preceding paragraph.

## SECTION E

### DRUG-FREE WORKPLACE FORM

The undersigned Contractor, in accordance with Florida Statute 287.087, hereby certifies that:

Across Builders Corp.

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform such employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Sub-section (1).
4. In the statement specified in Sub-Section (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As a person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
Bidder's Signature

Date: 07-28-05

Date: 07-28-05

Firm Name: Alvaro Echavarría

By: Alvaro Echavarría

Title: President

Notary Public: Al



Alvaro Valencia  
My Commission DD301107  
Expires May 06, 2008

## SECTION H

### ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

[illegible]

**SECTION J**

**BIDDER'S AFFIDAVIT IN COMPLIANCE WITH  
FLORIDA TRENCH SAFETY ACT  
(SECTION 553.60-553.64, FLORIDA STATUTES)**

STATE OF FLORIDA       )  
                                      ) SS  
COUNTY OF MONROE    )

BEFORE ME, the undersigned authority, personally appeared

Alvaro Echavarria

who, being duly sworn, deposes and says as follows:

That he is the duly authorized representative of Across Builders Corp.

\_\_\_\_\_  
(Name of Bidder)

being its President.  
(Owner) (Partner) (President or other Corporate Officer)

and as such, has full authority to execute this Bidder's Affidavit.

1. The full legal name and business address of the person or entity submitting this bid:

Across Builders Corporation  
100 Bayview Dr. #1415  
Sunny Isles, FL. 33160

2. By submission of this bid and subsequent execution of this Contract, the undersigned bidder certifies that as successful bidder (Contractor) all trench excavation done within his control (by his own forces or by his subcontractors) shall be accomplished in strict adherence with OSHA Trench Safety Standards contained in 19 CFR, s.1926.650, Sub-part P, including all subsequent revisions or updates to these Standards as adopted by the Department of Labor and Employment Security.
3. The bidder acknowledges that included in the various items listed in the Schedule of Prices Bid and in the Total Amount Bid are costs for complying with

## SECTION K

### SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

This form must be signed and sworn to in the presence of a Notary Public or other official authorized to administer oaths.

1. This sworn statement is submitted with Bid, Proposal or Contract No.

AIP-No. 3-12-0044-2004 and 3-12-0044-2105

for Rehabilitate Terminal Canopy.

2. This sworn statement is submitted by Across Builders Corp.  
(name of entity submitting sworn statement)

whose business address is 100 Bayview Dr. #1415, S. Isles, FL.  
33160

and (if applicable) its Federal Employer Identification Number (FEIN) is:

20-0607258

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

3. My name is Alvaro Echavarria and  
my (please print name of individual signing)

relationship to the entity named above is President.

4. I understand that a "public entity crime", as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving anti-trust, fraud, theft, bribery, collusion, racketeering, conspiracy or material mis-representation.

5. I understand that "convicted" or "conviction", as defined in Paragraph 287.133(1)(6), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial or entry of a plea of guilty or nolo contendere.

Officer of the State of Florida, Division of Administrative Hearings. The Final Order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the Final Order.)

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The Final Order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the Final Order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Signature of Authorized Representative:



President  
Title

07-28-05  
Date


STATE OF FLORIDA

COUNTY OF: Broward

The foregoing instrument was acknowledged before me this 31 day of July

2005, by \_\_\_\_\_  
(Sole, Corporation or Partnership)

who is personally known to me or who has produced \_\_\_\_\_  
as identification and who did/did not take an oath.

  
(Signature of Notary Public, State of Florida at Large)



My Commission DD301107  
Expires May 06, 2008

(Print name of Notary Public)



Avelro Valencia  
My Commission DD301107  
Expires May 06, 2008

My Commission Expires

## **SECTION M**


### **CERTIFICATION OF NONSEGREGATED FACILITIES**

#### **Contract**

(As Required by Division III, Section 120 Subsection 120-02  
Equal Employment Opportunity Requirements of the General Provisions)

The federally assisted construction contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timelocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.

  
\_\_\_\_\_  
Signature of Contractor

  
\_\_\_\_\_  
Title



GENERAL DECISION: **FL20030050** FL50

Date: June 13, 2003

Superseded General Decision No. FL020050

State: Florida

Construction Type: BUILDING

County(ies): MONROE

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories.)

Modification Number Publication Date

0 06/13/2003

COUNTY(ies): MONROE

SUFL1017A 01/25/1990

	Rates	Fringes
CARPENTERS	12.60	1.83
CEMENT MASONS	7.00	
ELECTRICIANS	8.40	14% + .20
IRONWORKERS	9.45	1.41
LABORERS, GENERAL	5.15	
PAINTERS	8.80	1.07
PLUMBERS & PIPEFITTERS	9.50	
PLASTERERS	8.10	
ROOFERS	8.47	
TRUCK DRIVERS	5.15	

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).  
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In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.  
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## SECTION O

### **CERTIFICATION REGARDING DEPARTMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION - 49 CFR PART 29**

**(Version 1, 5/90)**

The bidder/offerer certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this cause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offerer/contractor any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

  
\_\_\_\_\_  
Signature of Contractor


  
\_\_\_\_\_  
Title

- b. Contractors receiving federally assisted construction contract awards exceeding \$10,000 (Ten Thousand Dollars) which are not exempt from the provisions of the equal opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplied and construction contracts where the subcontracts exceed \$10,000 (Ten Thousand Dollars) and are not exempt from the provisions of the equal opportunity clause.

**NOTE TO THE CONTRACTOR:** This Certification is not required here if completed, signed and furnished to the Owner with the Proposal.

**Certification of Non-Segregated Facilities**

The Construction Contractor certifies that he does not maintain or provide, for his employees segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Construction Contractor further certifies that he will not maintain or provide, for his employees segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local customs, or any other reason. The Construction Contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 (Ten Thousand Dollars) which are not exempt from the provisions of the Equal Opportunity Clause and that he will retain such certifications in his files.

  
\_\_\_\_\_  
Signature of Contractor

  
\_\_\_\_\_  
Title

**120-03 MISCELLANEOUS CONTRACT PROVISIONS**

1. **Airport Improvement Program Project (AIP).** The Work in this Contract is included in AIP Project No. 3-12-0044-2004 and 3-12-0044-2105 which is being undertaken and accomplished by the Owner in accordance with the terms and conditions of a grant agreement between the Owner and

### **INSURANCE AGENT'S STATEMENT**

I have reviewed the above requirements with the bidder named below. The following deductibles apply to the corresponding policy:

**POLICY**

**DEDUCTIBLES**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Liability policies are:

☐ Occurrence

☐ Claims Made

\_\_\_\_\_  
Insurance Agency

\_\_\_\_\_  
Signature

### **BIDDER'S STATEMENT**

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements.

Across Builders Corp.  
Bidder

Olivia Chavarria  
Signature

LIST OF PROJECTS MADE BY CONTRACTOR AND SUBCONTRACTORS.

1. GREYNOLDS PARK CONDOMINIUM  
BALBINA HARRIS  
TEL. 305 308 3593  
JOB: REPLACE DRAINAGE SYSTEM AND PARKING LOT ASPHALT  
OVERLAY.  
DATE: 04/05
2. NEW LINK CORPORATION  
SERGIO ROITBERG  
TEL. 305 401 5465  
JOB: RENOVATION HOUSE KEY BISCAVNE.  
DATE: 08/04
3. GOLDEN TOUCH TANNING AND SPA.  
LILIANA GIRALDO/LIYESI CORP.  
TEL. 305 409 8004  
JOB: NEW CONSTRUCTION OF SPA CENTER.  
DATE: 06/04.
4. PLAYA DEL MAR. APT. 2416  
FERNANDO OSORIO  
TEL. 954 561 0051  
JOB: COMPLETE REMODELLING IN APARTMENT.  
DATE: 02/05.
5. ALLIED AVIATION/ MIAMI INTERNATIONAL AIRPORT  
3047 PERIMETER ROAD  
ANTHONY G. CAVAROCCHI  
TEL. 305 8714969  
DATE: 11/04  
JOB: CANOPY IN FUEL FACILITY.
5. NR. DEVELOPMENT CORP.  
SUNSET CONDOMINIUMS  
LUIS CUTIE.  
TEL. 786 282 8101  
DATE: 06/05
6. PALM SPRING MILE  
HUMBERTO FERNANDEZ  
TEL. 786 355 9560  
JOB: CANOPY IN WAREHOUSES. (11.500 SF)  
DATE: 03/05

**A&A ACCOUNTING  
& NOTARY PUBLIC**

Your complete tax and accounting solution

**ACROSS BUILDERS  
FINANCIAL STATEMENT  
JUNE 30 2005**

3725 KENSINGTON ST HOLLYWOOD, FL 33021  
TEL 954-985-4058 CELL 305-213-8929  
FAX 954-894-9058 EMAIL [Alveiro@comcast.net](mailto:Alveiro@comcast.net)

ACROSS BUILDERS CORP  
ACROSS BUILDERS BALANCE SHEET  
June 30, 2005  
Page 1

ASSETS	
Bank of America Operating Ac	41,012.18
Bank of America Reserve Acct	10,509.60
Bank of America Alum	69,484.70
Current Assets:	
Cash in Bank - Checking	20,600.44
Total Current Assets	141,606.92
Fixed Assets:	
Equipment and Tools	15,000.00
Automobiles	21,156.80
Furniture & Fixtures	8,000.00
Total Fixed Assets	44,156.80
Fixed Assets (Less Depr.)	44,156.80
Other Assets:	
Total Assets	185,763.72

AC# 1457978

## STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L04062300235

DATE	BATCH NUMBER	LICENSE NBR
06/23/2004	030627930	CGC1507416

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2006

ECHAVARRIA, ALVARO HERNAN  
ACROSS BUILDERS CORP  
100 BAYVIEW DR #1415  
SUNNY ISLES FL 33160

JEB BUSH  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

DIANE CARR  
SECRETARY

AC# 1458013

## STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L04062300270

DATE	BATCH NUMBER	LICENSE NBR
06/23/2004	030516284	QB32101

The BUSINESS ORGANIZATION  
Named below IS QUALIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2005  
(THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS  
COMPANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIER.)

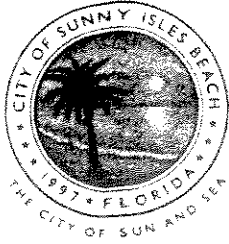
ACROSS BUILDERS CORP  
100 BAYVIEW DR #1415  
GOLDEN BEACH FL 33160

JEB BUSH  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

DIANE CARR  
SECRETARY





## CITY OF SUNNY ISLES BEACH

2004

### Occupational License

2005

EXPIRES SEPTEMBER 30, 2005

MUST BE DISPLAYED AT PLACE OF BUSINESS

OL04-2297

Date Paid

9/21/2004

*BUSINESS NAME/ LOCATION:*

ACROSS BUILDERS CORP.  
100 BAYVIEW DRIVE #1415  
SUNNY ISLES BEACH, FL 33160

*LICENSE NUMBER:* OL - 04 - 2050

*OWNER/CORP:*

ALVARO H. ECHAVARRIA

*Business Code:* 0077

Contractors - A) General Building

This is an occupational tax only. It does not permit the licensee to violate any existing regulatory or zoning laws of the City or Miami Dade County. Nor does it exempt the licensee from any other license or permit required by law. This is not a certification of the licensee's qualifications.

City of Sunny Isles Beach 17070 Collins Avenue, Suite #250  
Sunny Isles Beach, Florida 33160



09-17-2004

TOM GALLAGHER  
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS' COMPENSATION

**\*\* CERTIFICATE OF EXEMPTION FROM FLORIDA WORKERS' COMPENSATION LAW \*\***

**CONSTRUCTION INDUSTRY EXEMPTION**

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation Law.

EFFECTIVE DATE: 03/25/2004

\*\* EXPIRATION DATE: 03/25/2006

PERSON: ECHAVARRIA ALVARO H

FEIN: 200607258

BUSINESS NAME: ACROSS BUILDERS CORP

AND ADDRESS: 100 BAY VIEW DRIVE

#1415

NORTH MIAMI BEACH FL 33160

SCOPE OF BUSINESS OR TRADE: 1 - CONTRACTOR

**IMPORTANT:** Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter.

WC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 01-04

QUESTIONS? (850) 413-1609

PLEASE CUT OUT THE CARD BELOW AND RETAIN FOR FUTURE REFERENCE

STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS' COMPENSATION

CONSTRUCTION INDUSTRY

CERTIFICATE OF EXEMPTION FROM FLORIDA  
WORKERS' COMPENSATION LAW

EFFECTIVE: 03/25/2004

\*\* EXPIRATION DATE: 03/25/2006

PERSON: ECHAVARRIA ALVARO H

FEIN: 200607258

BUSINESS NAME: ACROSS BUILDERS CORP

AND ADDRESS: 100 BAY VIEW DRIVE

#1415

NORTH MIAMI BEACH FL 33160

SCOPE OF BUSINESS OR TRADE:

1 - CONTRACTOR



F  
O  
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H  
E  
R  
E

**IMPORTANT**

Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter

QUESTIONS? (850) 413-1609

CUT HERE

\* Carry bottom portion on the job, keep upper portion for your records.

ACROSS BUILDERS CORP  
ACROSS BUILDERS BALANCE SHEET  
June 30, 2005  
Page 2

LIABILITIES & EQUITY

Current Liabilities:

Long-Term Liabilities:

Due To Investor	10,700.00
Due To Chrysler	14,810.40
Total Long-Term Liabilities	25,510.40
Total Liabilities	25,510.40

Stockholders Equity:

Capital Stock	23,000.00
Beginning Retained Earnings	-5,492.92
Current Period Profit (Loss)	142,746.24
Total Stockholders Equity	160,253.32
Total Liabilities & Equity	185,763.72

ACORD <sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE

DATE RECEIVED:

5/19/2005

PRODUCER

ALL CITY INSURANCE  
7200 CORPORATE CENTER DR. #412  
MIAMI, FL 33126  
305-436-6790

INSUREC

ACROSS BUILDERS CORP  
100 BAYVIEW DRIVE  
SUNNY ISLES, FL 33160  
786-277-7081

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A MID-CONTINENT INSURANCE

## INDEX

INSURER C

2000年10月

五、邊境口岸包 五、

## COVERAGES

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

POLICIES - AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY FILING CLAIMS					
INSURANCE LTD. POLICY NO.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUP GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	04GL582522	02/01/05	02/05/06	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
	EXCESS UMBRELLA LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OR MEMBER EXCLUDED If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS BOTH \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENCLOSUREMENT / SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

INSURED'S COPY

## CANCELLATION

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION  
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN  
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL  
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR  
REPRESENTATIVES  
~~AUTHORIZED REPRESENTATIVE~~

**AUTHORIZED REPRESENTATIVE**

ACORD CORPORATION 1988



Cashier's Check

No. 4519511

09-14-3726B 6-2001

Pay SEVEN THOUSAND THREE HUNDRED DOLLARS AND NO CENTS \$

To The Order Of WINNE COUNTY - BOARD OF COUNTY COMMISSIONERS

Remitter (Purchased By) WESS BUILDERS CORP.

Amount 7300.00

Authorized Signature Rachael Salda

Bank of America, N.A.  
San Antonio, Texas

⑈4519511⑈ ⑆11000019⑆ 00161002062⑈

THIS ORIGINAL DOCUMENT IS THE ONLY VALID PROOF OF THE TRANSACTION. IT IS VOID IF IT IS COPIED OR REPRODUCED IN ANY MANNER.

## SECTION D

### CONTRACT TO

#### Rehabilitate Terminal Canopy Florida Keys Marathon Airport

THIS AGREEMENT made and entered into the \_\_\_\_\_ day of \_\_\_\_\_  
by and between \_\_\_\_\_ Contractor,  
and the Monroe County Board of Commissioners, Key West, Florida, Owner.

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out hereby agrees with the Owner as follows:

1. That the Contractor, shall furnish all the materials, and perform all of the work in the manner and form as provided by the following enumerated Instruction to Bidders, Form of Proposal, General Provisions, Special Provisions, Technical Specifications, Form of Contract, Form of Bond, Drawings and Addenda, which are attached hereto and made a part hereof, as if fully contained herein, for the construction of:

Rehabilitate Terminal Canopy  
Florida Keys Marathon Airport  
Monroe County, Florida

2. That the Contractor shall commence the work to be performed under this agreement on a date to be specified in a written order of the Owner and shall fully complete all work hereunder within sixty (60) calendar days from the Notice-to-Proceed (Construction) as per Special Provision No. 2.

3. The Owner hereby agrees to pay to the Contractor for the faithful performance of the agreement, subject to additions and deductions as provided in the specifications or proposal in lawful money of the United States as follows:

Approximately \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) in accordance with lump sum and unit prices set forth in the proposal.

4. On or before the 15th day of each calendar month, the second party shall make partial payment to the on the Contractor basis of a duly certified and approved estimate of work performed during the preceding calendar month by the Contractor, less ten percent (10%) of the amount of such estimate which is to be

retained by the Owner until all work has been performed strictly in accordance with this agreement.

5. Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this agreement shall be made within twenty (20) days after the completion by the Contractor of all work covered by this agreement and the acceptance of such work by the Owner.
6. It is mutually agreed between the parties hereto that time is of the essence in this contract and in the event the construction of the work is not completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the amounts described in the Liquidated Damages Section per day for each day thereafter, Sundays and holidays included, that the work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by failure of the Contractor to complete the work within the time stipulated and this sum is not a penalty being the stipulated damages the Owner will have sustained in the event of such default by the Contractor.
7. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense within five (5) days after the receipt of notice from the Owner so to do, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and date first above written in two (2) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original contract.

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Monroe County Board of Commissioners)

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

President\*

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

I, the undersigned authority, a Notary Public in and for said County and State hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_ of \_\_\_\_ is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of the within instrument, he, in his capacity as such, executed the same voluntarily on the date the same bears date.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\* Who is authorized by the corporation to execute this contract.



## SECTION E

### DRUG-FREE WORKPLACE FORM

The undersigned Contractor, in accordance with Florida Statute 287.087, hereby certifies that:

Across Builders Corp.  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform such employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Sub-section (1).
4. In the statement specified in Sub-Section (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As a person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
Bidder's Signature

Date: 07-28-05

Date: 07-28-05

Firm Name: Alvaro Echavarría

By: Alvaro Echavarría

Title: President

Notary Public: Al



Alveiro Valencia  
My Commission DD301107  
Expires May 06, 2008

**SECTION J**

**BIDDER'S AFFIDAVIT IN COMPLIANCE WITH  
FLORIDA TRENCH SAFETY ACT  
(SECTION 553.60-553.64, FLORIDA STATUTES)**

STATE OF FLORIDA       )  
                                      ) SS  
COUNTY OF MONROE    )

BEFORE ME, the undersigned authority, personally appeared

Alvaro Echavarria

who, being duly sworn, deposes and says as follows:

That he is the duly authorized representative of Across Builders Corp.

\_\_\_\_\_  
(Name of Bidder)

being its President.  
(Owner) (Partner) (President or other Corporate Officer)

and as such, has full authority to execute this Bidder's Affidavit.

1. The full legal name and business address of the person or entity submitting this bid:

Across Builders Corporation  
100 Bayview Dr. #1415  
Sunny Isles, FL. 33160

2. By submission of this bid and subsequent execution of this Contract, the undersigned bidder certifies that as successful bidder (Contractor) all trench excavation done within his control (by his own forces or by his subcontractors) shall be accomplished in strict adherence with OSHA Trench Safety Standards contained in 19 CFR, s.1926.650, Sub-part P, including all subsequent revisions or updates to these Standards as adopted by the Department of Labor and Employment Security.
3. The bidder acknowledges that included in the various items listed in the Schedule of Prices Bid and in the Total Amount Bid are costs for complying with

## SECTION K

### SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

This form must be signed and sworn to in the presence of a Notary Public or other official authorized to administer oaths.

1. This sworn statement is submitted with Bid, Proposal or Contract No.

AIP-No. 3-12-0044-2004 and 3-12-0044-2105

for Rehabilitate Terminal Canopy.

2. This sworn statement is submitted by Across Builders Corp.  
(name of entity submitting sworn statement)

whose business address is 100 Bayview Dr. #1415, S. Isles, FL.  
33160

and (if applicable) its Federal Employer Identification Number (FEIN) is:

20-0607258

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

3. My name is Alvaro Echavarría and  
my (please print name of individual signing)

relationship to the entity named above is President.

4. I understand that a "public entity crime", as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving anti-trust, fraud, theft, bribery, collusion, racketeering, conspiracy or material mis-representation.

5. I understand that "convicted" or "conviction", as defined in Paragraph 287.133(1)(6), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial or entry of a plea of guilty or nolo contendere.

Officer of the State of Florida, Division of Administrative Hearings. The Final Order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the Final Order.)

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The Final Order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the Final Order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Signature of Authorized Representative:



President  
Title

07-28-05  
Date

STATE OF FLORIDA


COUNTY OF: Broward

The foregoing instrument was acknowledged before me this 31 day of July

2005, by \_\_\_\_\_

(Sole, Corporation or Partnership)


who is personally known to me or who has produced \_\_\_\_\_  
as identification and who did/did not take an oath.

  
(Signature of Notary Public, State of Florida at Large)

 My Commission DD301107  
Expires May 06, 2008

(Print name of Notary Public)

My Commission Expires

 Alvaro Valencia  
My Commission DD301107  
Expires May 06, 2008

## SECTION M


### CERTIFICATION OF NONSEGREGATED FACILITIES

#### Contract

(As Required by Division III, Section 120 Subsection 120-02  
Equal Employment Opportunity Requirements of the General Provisions)

The federally assisted construction contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timelocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.

  
\_\_\_\_\_  
Signature of Contractor

  
\_\_\_\_\_  
Title

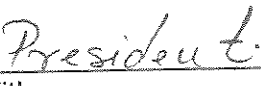
## SECTION O

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION - 49 CFR PART 29**

**(Version 1, 5/90)**

The bidder/offerer certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this cause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offerer/contractor any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

  
\_\_\_\_\_  
Signature of Contractor

  
\_\_\_\_\_  
Title

### **INSURANCE AGENT'S STATEMENT**

I have reviewed the above requirements with the bidder named below. The following deductibles apply to the corresponding policy:

#### **POLICY**

#### **DEDUCTIBLES**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Liability policies are:

☐ Occurrence

☐ Claims Made

\_\_\_\_\_  
Insurance Agency

\_\_\_\_\_  
Signature

### **BIDDER'S STATEMENT**

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements.

Across Builders Corp.  
Bidder

Alvaro Chavarria  
Signature